

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held January 15, 2026

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair
Kathryn L. Zerfuss
John F. Coleman, Jr.
Ralph V. Yanora

Steve Frempong

C-2025-3052754

v.

Philadelphia Gas Works

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions (Exceptions) of Steve Frempong

(Mr. Frempong or Complainant), filed on October 24, 2025,¹ to the Initial Decision of ALJ Eranda Vero, which was issued on September 19, 2025, in the above-captioned proceeding. Replies to Exceptions were timely filed by Philadelphia Gas Works (PGW or the Company) on December 5, 2025.²

For the reasons set forth below, we shall deny the Exceptions and adopt the Initial Decision, consistent with this Opinion and Order.

I. History of the Proceeding

On December 30, 2024, Mr. Frempong filed a Formal Complaint (Complaint) with the Commission against PGW. In the Complaint, Mr. Frempong alleged that PGW was threatening to shut off his gas service and that his bills from PGW were abnormally high. The Complainant indicated that he and his wife use natural gas to

¹ By Secretarial Letter dated September 19, 2025 (*September 2025 Secretarial Letter*), the Commission issued the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Eranda Vero in this matter. As noted in the *September 2025 Secretarial Letter*, Exceptions were due on or before Thursday, October 9, 2025, and Replies to Exceptions were to be due within ten days after that date, or on or before October 19, 2025. However, on October 8, 2025, the Commission received a Petition for Extension of Time to File Exceptions to the Initial Decision (Petition) from the Complainant. By Secretarial Letter dated October 9, 2025, the Commission granted the Complainant's request, permitting an extension to file Exceptions until October 19, 2025. Although the Complainant's Exceptions were not filed in a timely manner, we will exercise our discretion and accept the Exceptions pursuant to Section 1.2(a) of our Regulations, 52 Pa. Code § 1.2(a), in order to secure a just, speedy, and inexpensive determination in this proceeding.

² The Complainant attached a certificate of service to his Exceptions certifying that a copy of the document was served upon the Company. Exc. at 3-4. However, the Commission discovered that PGW had not been served the Complainant's Exceptions and, therefore, issued a Secretarial Letter on November 25, 2025 (*November 2025 Secretarial Letter*) to allow PGW to file Reply Exceptions and avoid prejudice to any party, pursuant to 52 Pa. Code § 5.535. *November 2025 Secretarial Letter* at 1. As a result, Reply Exceptions were due no later than ten days from the date of the Secretarial Letter, or on or before December 5, 2025.

cook two meals daily, and there is no other use of the service. Complaint at 2. For relief, the Complainant requested that his meter be checked for functionality. *Id.* at 3.

On January 22, 2025, PGW filed an Answer to the Complaint (Answer). In its Answer, PGW admitted, in part, and denied, in part, the allegations included in the Complaint. Answer at 1-2. PGW admitted that, on October 24, 2024, it issued a ten-day termination notice to the service address.³ PGW specifically denied that there were incorrect charges on Mr. Frempong’s bill, noting that “PGW pulled the gas meter from the Service Address for testing. Meter testing determined that the meter is accurate.” *Id.* at 1. PGW requested that the Commission deny the requested relief and dismiss the Complaint. *Id.* at 2.

On January 24, 2025, the Office of Administrative Law Judge (OALJ) issued a Hearing Notice assigning this matter and scheduling a telephonic hearing for March 28, 2025. A Prehearing Order establishing the procedures applicable to the hearing was issued on January 27, 2025.

On March 21, 2025, Mr. Frempong submitted a written request for a continuance of the hearing, citing a scheduling conflict with another hearing to take place at the Tax Review Board for the City of Philadelphia. By email dated March 21, 2025, counsel for PGW indicated that the Company did not object to a one-time request for continuance. By Order issued March 26, 2025, the Complainant’s request was granted. A Cancellation/Reschedule Notice, dated March 26, 2025, notified the Parties that the initial call-in telephone hearing was rescheduled for May 21, 2025 at 10 a.m.

A hearing in this matter was held telephonically on May 21, 2025. Mr. Frempong appeared *pro se* and offered no exhibits for the record. Tr. at 12.

³ PGW stated that gas service was established on March 6, 2024 at the service address. Answer at 1.

PGW appeared and presented the testimony of Ms. Patricia Bernard, a PGW Customer Review Officer in charge of investigating Informal and Formal Complaints filed with the Commission. Tr. at 14-15. PGW submitted nine exhibits⁴ for admission into the record. Tr. at 54. In response to the Complainant's request regarding calibration of PGW's meters at the hearing, the ALJ directed the Company to produce, as a late-filed exhibit, documents regarding PGW's policy on meter calibration, as well as information on the calibration of the gas meter serving Mr. Frempong's residence. Tr. at 33-34. PGW timely submitted the requested documents on June 11, 2025, and the exhibit was marked as PGW late-filed Exhibit 11.

On June 18, 2025, the Complainant filed written objections to the admission of PGW late-filed Exhibit 11. No objections were filed regarding PGW Exhibit 2. Therefore, the record in this matter closed on June 18, 2025, upon receipt of Mr. Frempong's objection.⁵

As noted, *supra*, the Commission issued the Initial Decision of ALJ Vero in this matter on September 19, 2025, wherein the ALJ dismissed, in its entirety, the Complaint filed by Mr. Frempong against PGW.

As stated previously, the Complainant filed untimely Exceptions to the Initial Decision on October 24, 2025. On November 25, 2025, the Commission issued the *November 2025 Secretarial Letter* providing service of the Complainant's Exceptions

⁴ On May 20, 2025, PGW submitted an updated version of PGW Exhibit 2. Mr. Frempong requested additional time to review the content of PGW Exhibit 2 – Account Statement of Steve Frempong. Tr. at 58-59. ALJ Vero granted Mr. Frempong's request and provided him with a deadline of June 18, 2025 to file written objections to the admission of this exhibit into the record. Tr. at 51, 59-60.

⁵ ALJ Vero, in the Initial Decision, overruled the Complainant's objection to the admission of PGW late-filed Exhibit 11 because Mr. Frempong did not provide a proper basis for excluding this exhibit from the record in this matter. I.D. at 7-8.

on PGW and directing that Replies to Exceptions be filed no later than ten days from the date of the *November 2025 Secretarial Letter*. On that same date, the Commission received a Petition for Extension of Time to File Reply Exceptions to the Complainant's Exceptions by PGW (Petition for Extension to File Reply Exceptions), requesting a 21-day extension due to the Complainant not serving Exceptions upon the Company on October 24, 2025, and to account for the upcoming holidays. On December 2, 2025, the Commission, in accordance with its Regulation at 52 Pa. Code § 1.15,⁶ issued a Secretarial Letter (*December 2025 Secretarial Letter*) denying PGW's Petition for Extension to File Reply Exceptions because the Company failed to establish good cause for the requested extension of time. *December 2025 Secretarial Letter* at 1-2. The Commission directed that PGW's Replies to Exceptions be due by December 5, 2025. *Id.* at 2. Replies to Exceptions were filed timely by PGW on December 5, 2025.

II. Discussion

A. Legal Standards

1. Burden of Proof

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code). 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that PGW is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. PUC 196 (1990) (*Patterson*). Such a showing must be by a preponderance of the

⁶ The Commission's Regulation at 52 Pa. Code § 1.15 permits the Commission to grant an extension of time for good cause shown before or after the pertinent time period has expired. 52 Pa. Code § 1.15; *see also December 2025 Secretarial Letter* at 1-2.

evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992) (*Lansberry*). That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by PGW. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950) (*Se-Ling Hosiery*). Additionally, this Commission's decision must be supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980) (*Norfolk*).

Upon the presentation by a complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the customer shifts to the utility. If the evidence presented by the utility is of co-equal value or "weight," the burden of proof has not been satisfied. The Complainant now has to provide some additional evidence to rebut that of the utility. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of going forward with the evidence may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*).

2. Meter Accuracy Issues

Regarding the adjustment of a customer's bills to account for an inaccurate meter, the "tolerance standard" established by the Commission's Regulations at 52 Pa. Code § 59.22(a) states, in relevant part, that:

If, upon test of a meter, it is found to have an average error of more than 2.0% fast, the public utility shall refund to or credit the customer for the overcharge, based upon what the meter

would have registered had it not been fast or slow for a period equal to 1/2 the time elapsed since the last previous test, but not to exceed 12 months or 1/2 the period of occupancy of the premises by the customer, whichever is less...

52 Pa. Code § 59.22(a).

3. High Bill Dispute

Where a complainant alleges overbilling by their utility provider, the Commission utilizes the *Waldron* rule. See *Waldron v. Phila. Elec. Co.*, 54 Pa. PUC 98 (1980) (*Waldron*). *Waldron* and its progeny hold that to establish a *prima facie* case of overbilling, the Complainant must prove, by a preponderance of the evidence: (1) that the number of occupants in the household has not changed; (2) that the potential for energy utilization was low; and (3) that the complainant's billing history shows no prior abnormalities. *Waldron*; *Replogle v. Pa. Elec. Co.*, 54 Pa. PUC 528 (1980). Once the Complainant shows a *prima facie* case, the burden of persuasion shifts to PGW; however, the burden of proof never shifts and always remains with the Complainant. *Id.*

The Commonwealth Court of Pennsylvania clarified the *Waldron* rule in *Milkie*, holding:

While the rule is often explained by stating that the ratepayer must establish certain specific elements in order to make out a *prima facie* case of overbilling by a utility company, we believe this view is too restrictive. Rather, the controlling principle is that even where the utility can present evidence that it has tested the customer's meter and found it to be accurate, the customer may, nonetheless, prove his case by circumstantial evidence which would support a finding that the metered usage exceeded the actual usage. Thus, as our Supreme Court has explained, the rule operates as a device by which the complainant is protected from dismissal because of

his inability to marshal *direct* proof that his meter had malfunctioned.

Milkie, 768 A.2d at 1219-20 (citing *Burleson*, 461 A.2d at 1235)(*emphasis in original*).

In *Nehemiah Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered November 15, 2011) (*Thomas*), the Commission contemplated the types of evidence that might establish a *prima facie* case pursuant to *Waldron*:

[C]onsistent with our holding in *Charisse Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Order entered October 13, 2010), the *Waldron* Rule allows a complainant to establish a *prima facie* case in a “high bill” Complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed or by providing other relevant evidence showing that the disputed bill is unreasonably high. In evaluating a “high bill” Complaint, the Commission may consider such evidence as “the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding.”

Thomas at 5 (citing *Charisse Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 at 6 (Opinion and Order entered October 13, 2010)).

B. Initial Decision

ALJ Vero made twenty-two Findings of Fact and reached eight Conclusions of Law. I.D. at 4-7, 15-16. The Findings of Fact and Conclusions of Law are adopted without modification unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

In her Initial Decision, ALJ Vero dismissed the Complaint filed by Mr. Frempong, finding that he did not sustain his burden of proof in this proceeding. In this regard, the ALJ concluded that the Complainant did not prove that his gas bills from PGW were incorrect or that his meter was inaccurate. I.D. at 15. The ALJ noted that, at the hearing, Mr. Frempong challenged the accuracy of PGW's meters, arguing that billing months with the same number of days should not have different hundred cubic feet (CCF) usage. *Id.* at 14 (citing Tr. 29-30). ALJ Vero also acknowledged the Complainant's testimony that the only appliance in question is the gas range, rendering the outside temperature irrelevant to the analysis of gas consumption. I.D. at 14 (citing Tr. at 28). The ALJ stated that, "[e]ven if we accept as true this dubious premise for which Mr. Frempong provided no scientific basis, the gas usage history at the service address still does not support Mr. Frempong's claim of meter inaccuracy." I.D. at 14.

Also, ALJ Vero pointed out that Mr. Frempong's gas usage reflected in his March 2024 bill, when prorated by the number of days, is very close to his usage in his March 2025 bill, although these usages were recorded by two different meters. I.D. at 14 (citing PGW Exh. 2). Similarly, the ALJ pointed out that Mr. Frempong's gas usage and number of days reflected in his April 2024 bill are very close to those reported in his April 2025 bill, although these usages were again recorded by two different meters. *Id.* The ALJ noted that even more telling is the usage and number of days reflected in his December 2024 bill which are identical to the usage and number of days in his March 2025 bill, again noting these usages were recorded by two different meters. I.D. at 14 (citing Tr. at 42).

In addition, the ALJ examined the Company's testimony and exhibits in this matter noting that, on March 6, 2024, PGW installed gas meter # 2356468 at the service address and turned on gas service at the property in Mr. Frempong's name. I.D. at 12 (citing Tr. at 46). The ALJ noted that, at the time of the installation, Meter # 2356468 was new showing a dial index of 0 CCF. *Id.* (citing Tr. 47-48; PGW Exh. 1

at 2). At the time of the installation of Meter # 2356468, the PGW field technician noted that the gas house heater and water heater at the property were inoperable. I.D. at 12 (citing PGW Exh. 1). The ALJ added that on January 17, 2025, PGW scheduled a meter exchange to test the accuracy of the current meter at the service address. I.D. at 12 (citing Tr. at 15-16). Meter #2356468 was removed from the service address on January 17, 2025, and a new Meter # 2346623 showing a dial index of 0 CCF was installed in its place. I.D. at 12 (citing Tr. at 48; PGW Exh. 4 at 2). The ALJ further noted that the field technician who visited the service address to exchange the meters, on January 17, 2025, reported that the gas water heater and house heater at the property continued to be inoperable and the only operable gas appliance at the service address was the gas stove because the “property [was] being rehabbed.” I.D. at 12 (citing PGW Exh. 4).

The ALJ indicated that, following its removal from the service address, PGW tested Meter # 2356468 at PGW’s facilities on January 21, 2025. I.D. at 8 (citing Tr. at 16; PGW Exh. 5). The ALJ acknowledged that the results of the test indicated that the meter was accurate, specifically, the test results showed that Meter # 2356468 was 1% slow and well within the +/- 2% margin of error allowed by the Commission’s Regulation at 52 Pa. Code § 59.22. I.D. at 8 (citing PGW Exh. 5). By letter dated January 21, 2025, PGW informed the Complainant that Meter # 2356468 was tested and was found to be within the acceptable levels of +/- 2% accuracy and, consequently, Mr. Frempong was not entitled to any refund or credit. I.D. at 12 (citing PGW Exh. 5).

Finally, Mr. Frempong challenged the accuracy of Meter # 2356468, not only based on the meter test results but also on PGW’s calibration records, practices, and procedure. Tr. 49. However, the ALJ noted that the accuracy test, conducted at PGW facilities on January 21, 2025, showed that Meter # 2356468 was just 1% slow and well within the +/- 2% margin of error allowed by the Commission’s Regulation at 52 Pa. Code § 59.22. I.D. at 14. The ALJ also indicated that PGW established that

Meter # 2356468 was installed brand new at the service address and that Section 59.21(g) of the Commission's Regulations state in relevant part, as follows:

(g) Installation test. Each gas meter shall be in good order and shall be correct at all test rates of flow to within 2.0% fast or slow before being installed. In the case of **new meters** or meters reconditioned by a manufacturer, the test results of the manufacturer can be accepted as the installation test if the utility has verified the manufacturer's reported test results by testing a minimum of 10% or ten meters--whichever is greater--of each shipment of meters. However, in case of an emergency, a meter not meeting the requirements of this section may be installed temporarily.

I.D. at 15 (citing 52 Pa. Code § 59.21(g) (emphasis in original)). The ALJ concluded that PGW's policy for new meters complies with these provisions. I.D. at 15 (citing PGW late-filed Exh. 11). With Meter # 2356468 being a new meter, ALJ Vero additionally highlighted that there is no record of it being tested by PGW prior to its installation. As previously indicated, the ALJ noted that the meter was only tested after its removal from the service address. I.D. at 15.

Regarding the Complainant's allegation that his bills were abnormally high, the ALJ noted the Complainant's testimony that he and his wife were the only two residents occupying the service address and that the only functioning appliance was a gas stove. I.D. at 11 (citing Tr. at 10-11; PGW Exh. 4 at 2). The ALJ also noted Mr. Frempong's testimony that, despite their usage patterns and cooking habits, the gas bills from PGW vary from month to month and are abnormally high. I.D. at 11 (citing Tr. at 11-12).

PGW's witness, Ms. Bernard, testified that from March 2024 to May 2025, all of Mr. Frempong's gas bills were based on actual readings. The only exception was the bill issued on January 23, 2025. I.D. at 13 (citing Tr. at 18). ALJ Vero pointed out

that this bill was based on an estimated reading following the meter exchange at the service address on January 17, 2025. I.D. at 13 (citing Tr. at 18-19). Ms. Bernard explained that any errors in estimates were corrected in the next bill issued February 20, 2025, which was based on actual readings received from Mr. Frempong’s meter. I.D. at 13 (citing Tr. at 20-23, 26; PGW Exh. 2).

The ALJ also examined Mr. Frempong’s Account Statement with PGW, noting the following usage history:

Bill Date	Days of Service	CCF	Bill Date	Days of Service	CCF
3/20/2024	12	9	3/21/2025	29	19
4/19/2024	30	14	4/22/2025	29	15
5/18/2024	29	8			
6/19/2024	32	9			
7/19/2024	30	8			
8/17/2024	29	8			
9/19/2024	33	10			
10/18/2024	29	10			
11/20/2024	33	16			
12/19/2024	29	19			
1/23/2025*	35	48*			
2/20/2025*	28	8*			

I.D. at 13 (citing PGW Exh. 2 (emphasis in original)).

Although Mr. Frempong’s usage history at the service address is not very long, ALJ Vero acknowledged that a careful review of PGW Exhibit 2 indicated that his gas usage is comparable from month to month throughout the 14 months documented on

the record. To demand exact usage from month to month, the ALJ submitted that Mr. Frempong would have to show that he and his wife cooked the same type and same amount of food, for the same amount of time, every single day of every single month. I.D. at 14. Other than testifying that they use the gas range to cook one or two meals a day, ALJ Vero indicated that Mr. Frempong did not show the same level of exactness on his gas usage that he seeks from his gas bills. *Id.* (citing Tr. at 30).

As mentioned, *supra*, ALJ Vero denied the Complaint filed by Mr. Frempong and ordered that this matter be closed, concluding that the Complainant “has failed to carry his burden of proving by a preponderance of the evidence that his gas bills from PGW were incorrect because his meter was inaccurate.” I.D. at 15.

C. Exceptions and Replies

The Complainant’s Exceptions consist of five pages, including an attachment⁷ in which he argues that the ALJ committed an error of law by “failing to correctly apply the evidentiary standard of the *Waldron* Rule, thereby incorrectly concluding that the *prima facie* case had not been established and that the burden of going forward never shifted to the Respondent.” Exc. at 1. In his first Exception, the Complainant insists that his case meets the *Waldron* Rule,⁸ in that the Complainant has satisfied the low potential for energy utilization test, as the ALJ's Findings of Fact

⁷ The Complainant attached a one page document that includes a bill date column from March 2024 until April 2025 with entries for date of service, CCF and usage/day for each stated date.

⁸ See *Waldron v. Philadelphia Electric Company*, 54 Pa. P.U.C. 98 (1980) (*Waldron*). Mr. Frempong cites the *Waldron* Rule as allowing a Complainant to establish a *prima facie* case by demonstrating: (1) no change in the number of occupants (incorporated from I.D. findings); (2) low potential for energy utilization; and (3) no prior billing abnormalities. Exc. at 2.

confirm the service is “basically for cooking gas, no heating or hot water.” *Id.* at 2 (citing I.D. at 4, FOF No. 8; I.D. at 5, FOF No. 13).

The Complainant also argues that his usage data establishes an abnormality sufficient to shift the burden to PGW. Namely, Mr. Frempong asserts that consumption was stable at “approx [sic] 8-10 CCF per month from May through October 2024, but subsequently spiked to 56 CCF over 63 days (Jan-Feb 2025), a rate that is approximately three times higher than the normal, cooking-only usage.” The Complainant concludes that an unexplained increase of this magnitude for gas service limited only to cooking constitutes circumstantial evidence strong enough to support a finding that the metered usage exceeded the actual usage. As such, the Complainant argues that “the ALJ’s failure to recognize this evidence as satisfying the *prima facie* threshold is an error of law.” Exc. at 2.

In his second Exception, Mr. Frempong argues that the ALJ erred by unduly emphasizing the Complainant’s burden of proof and preventing the burden of going forward from shifting to PGW. The Complainant submits that the ALJ improperly required him to meet the ultimate burden of persuasion regarding the cause of the overbilling before the burden shifted to PGW to provide a technical explanation for the abnormal consumption. The Complainant believes that PGW was required to rebut the circumstantial evidence of usage spike with a “compelling, non-speculative explanation,” as required by the *Waldron* doctrine that “mere proof by the utility that its power measuring devices were accurate is no longer the sole determinant in overbilling complaints.” Exc. at 2. The Complainant concludes that the record evidence demonstrates that the physically implausible consumption for a cooking-only unit shows that Mr. Frempong has met his burden to establish a *prima facie* case and, thus, the ALJ erred by providing co-equal or “stronger evidence” to the Company’s position. *Id.* 2-3.

Further, in his Exceptions, the Complainant requests that the Commission sustain his Exceptions, reverse the Initial Decision, find that the Complainant met his burden of proof of overbilling in compliance with the *Waldron* case, and order PGW to adjust his bills for the disputed period of November 2024 through April 2025. In addition, the Complainant requests that the Commission grant such other and further relief as deemed just and proper. Exc. at 3.

In response, PGW contends that the Complainant's Exceptions fail to demonstrate that the Initial Decision is unsupported by substantial evidence or contains an error of law. PGW states that the ALJ's discussion of the Complainant's high bill dispute meticulously cites and correctly applies the *Waldron* case. R. Exc. at 2 (citing I.D. at 9-11; *Waldron*). The Company also argues that the ALJ directly addressed the limited historical usage by the Complainant at the service address to determine if there were bill abnormalities year-over-year. R. Exc. at 2 (citing I.D. at 14).

Additionally, PGW points out that the Complainant's argument in his Exceptions that his gas usage was stable from May through October 2024 and spiked from January to February 2025 appears contrary to Mr. Frempong's December 2024 Complaint, wherein he questioned the same bills he now describes as stable. R. Exc. at 2 (citing Exc. at 2). The Company submits that, although there is not a full year's historical winter usage at the property, the ALJ examined two overlapping months available – March and April and, in a year-over-year comparison, concluded that there are no manifest usage discrepancies. R. Exc. at 2 (citing I.D. at 14). PGW further argues that there is no evidence presented by the Complainant to sustain his allegations or Exceptions in this matter. R. Exc. at 2.

In further response to the Complainant's Exception No. 2, PGW submits that Mr. Frempong fails to demonstrate that the Initial Decision is unsupported by substantial evidence or contains an error of law. PGW points out that the Complainant

misstates the burden shifting framework by alleging that he was “required to meet the ultimate burden of persuasion... before the burden of going forward had shifted to PGW to provide a technical explanation for the abnormal consumption.” R. Exc. at 2-3 (citing Exc. at 2). PGW submits that while the burden of production may shift to the utility if a legally sufficient case is initially presented by a Complainant, there is no case law or regulation requiring a utility to specifically produce a “technical explanation” to rebut a Complainant’s case.⁹ Furthermore, PGW states that the ALJ outlined this clearly and correctly in the Initial Decision and that PGW was required to submit additional exhibits regarding meter calibration. R. Exc. at 3 (citing I.D. at 14-15; PGW Late-filed Exh. 11). PGW argues that the Initial Decision is based on record evidence regarding the calibration and accuracy of PGW’s meters and the Complainant’s similar usage recorded on two separate meters. R. Exc. at 3. The Company concludes that its record evidence is clearly more sufficient in comparison to the Complainant’s sparse testimonial evidence regarding usage and ultimately tips the balance of persuasion towards PGW. Thus, PGW requests that the Commission deny the Complainant’s Exceptions and adopt the Initial Decision in this matter. *Id.* at 3-4.

D. Disposition

Before addressing the Exceptions, we note that any issue or Exception that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider expressly or at length each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

⁹ PGW argues that, as required by the *Milkie* case, once any co-equal evidence has been presented, the “burden of going forward” again shifts to the Complainant and the ultimate burden of persuasion never leaves the Complainant. R. Exc. at 3 (citing *Milkie*).

Initially we note that the document attached to the Exceptions represents the Complainant's attempt to introduce new evidence and arguments after the closing of the record in this proceeding, and we shall deny and decline to review such additional evidence. It is well-established that parties cannot introduce new evidence at the Exceptions stage. *Application of Apollo Gas Co.*, 1994 Pa. PUC LEXIS, at *8-14 (Order entered February 10, 1994) (*Apollo Gas*). The information attached to the Complainant's Exceptions is introduced for the first time at this stage and is not contained in the record. Mr. Frempong's extra-record evidence cannot be admitted into the record at this current procedural stage of the case. Therefore, we must reject this extra-record evidence which the Complainant attempts to introduce with his Exceptions. *See Apollo Gas*.

As stated previously, pursuant to Section 332(a) of the Code, the Complainant in this proceeding bears the burden of proof. 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that PGW is responsible or accountable for the problem described in the Complaint. *Patterson*. Such a showing must be by a preponderance of the evidence. *Lansberry*. That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by PGW. *Se-Ling Hosiery*. Based upon the record in this proceeding and our review of Mr. Frempong's Exceptions, we agree with the ALJ that the Complainant failed to prove that he had abnormally high bills that were caused by meter inaccuracies.

The Complainant challenged the accuracy of his gas meter from PGW but did not offer other relevant evidence to establish a *prima facie* case that his abnormally high bills were the result of meter functionality resulting in incorrect bills by PGW. We find that PGW presented compelling evidence that both meters at the service address were operating in accordance with Section 59.21(g) of the Commission's Regulations, 52 Pa Code § 59.21(g). The record shows that, on March 6, 2024, PGW installed gas

meter # 2356468 at the service address and turned on gas service at the property in Mr. Frempong's name. I.D. at 12; Tr. at 46; PGW Exh. 1. The ALJ noted that, at the time of the installation, Meter # 2356468 was new and showed a dial index of 0 CCF. *Id.*; Tr. at 47-48; PGW Exh. 1 at 2. The record also demonstrates that PGW removed this meter¹⁰ from the service address and tested it for accuracy at PGW's facilities on January 21, 2025, showing that Meter # 2356468 was just 1% slow and well within the +/- 2% margin of error allowed by the Commission's Regulation at 52 Pa. Code § 59.21(g). I.D. at 14; PGW Exh. 4.

We also agree with the ALJ's finding that PGW's policy for new meters complies with the Commission's Regulations. I.D. at 15; PGW Late-filed Exh. 11. We therefore conclude that the record evidence in this proceeding demonstrates that the Complainant's meter operated accurately in compliance with the Commission's Regulations and that Mr. Frempong is not entitled to any refund or credit. I.D. at 12; PGW Exh. 5.

We further concur with the ALJ that the Complainant in this proceeding has the burden of proof to show that the disputed bills were abnormally high when compared to prior usage patterns and that the pattern of usage has not changed, or he must provide other relevant evidence showing that the disputed bill is unreasonably high. *See Waldron*. Even though the Complainant testified that he and his wife were the only two residents occupying the service address and that the only functioning appliance was a gas stove, Mr. Frempong did not offer any exhibits or other relevant evidence to support his claim that his gas bills were abnormally high. Thus, we agree with the ALJ that the Complainant's suspicion of the existence of a fact sought to be established does not

¹⁰ PGW presented evidence that Meter # 2356468 was removed from the service address on January 17, 2025, and a new Meter # 2346623, showing a dial index of 0 CCF, was installed in its place. I.D. at 12; Tr. 48; PGW Exh. 4 at 2.

constitute substantial evidence to support his claims in this case. I.D. at 14, 16; *see also Norfolk*.

In further examining the record in this proceeding, we find that PGW presented sufficient evidence to indicate that the Complainant's gas usage is comparable from month to month throughout the 14 months on record. I.D. at 14; PGW Exh. 2. PGW's testimony also verified that, from March 2024 to May 2025, all of Mr. Frempong's gas bills were based on actual readings¹¹ and further explained that any errors in estimates were corrected in the next bill based on actual readings and issued February 20, 2025. I.D. at 13; Tr. at 20-23, 26; PGW Exh. 2. We agree that the record also confirms that Mr. Frempong's gas usage and number of days reflected in his April 2024 bill are very close to those reported in his April 2025 bill, although the usages were recorded by two different meters. I.D. at 14; PGW Exh. 2.

As in *Waldron*, a high bill claim can be supported by relevant evidence, including the billing history of the account¹² and any change in usage patterns, such as a change in the number of occupants residing in the household or potential energy utilization. *See also Bennett*. Although the Complainant confirmed that there was no change in the number of occupants residing in the household and the existence of a single appliance using gas service, we agree with the ALJ that the Complainant did not present sufficient evidence to support his high bill dispute in this matter. We find that the

¹¹ PGW indicated that the only exception was the bill issued on January 23, 2025. I.D. at 13; Tr. at 18. ALJ Vero pointed out that this bill was based on estimated readings following the meter exchange at the service address on January 17, 2025. *Id.*; Tr. at 18-19.

¹² Upon our review of the record and the Complainant's payment history, PGW's evidence demonstrates that the Complainant's high bills were the result of accruing charges for gas service during the 14 months examined in this proceeding, rather than meter inaccuracies. PGW Exhs. 2, 7, 9 and 10.

Complainant's usage patterns and PGW's meter accuracy testing persuade us to deny Mr. Frempong's Exceptions and adopt the Initial Decision in its entirety.

Therefore, based upon our review of the record and the applicable law, we find that the ALJ properly weighed the evidence and testimony presented to conclude that the Complainant failed to carry his burden of proof on the Complaint and, accordingly, dismissal of the Complaint in this proceeding was appropriate.

III. Conclusion

Based upon our review of the record and the applicable law, we shall deny the Complainant's Exceptions and adopt the Initial Decision of ALJ Vero, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions of Steve Frempong, filed on October 24, 2025, to the Initial Decision of Administrative Law Judge Eranda Vero at Docket No. C-2025-3052754, issued on September 19, 2025, are denied, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge Eranda Vero at Docket No. C-2025-3052754, issued on September 19, 2025, is adopted consistent with this Opinion and Order.

3. That the Commission shall mark this matter closed.

BY THE COMMISSION,

A handwritten signature in black ink, appearing to read "Matthew L. Homsher". The signature is written in a cursive style with a large initial "M".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: January 15, 2026

ORDER ENTERED: January 15, 2026